

**UNITED STATES DISTRICT COURT  
DISTRICT OF NORTH DAKOTA  
WESTERN DIVISION**

WBI Energy Transmission, Inc.,

Plaintiff,

vs.

An Easement and Right-of-Way  
Across

189.9 rods, more or less, located in  
Township 149 North, Range 98 W  
Section 11: W1/2SE1/4  
Section 14: NW1/4NE1/4

227.8 rods, more or less, located in  
Township 149 North, Range 98 W  
Section 11: N1/2SW1/4, W1/2SE1/4

242.0 rods, more or less, located in  
Township 149 North, Range 98 W  
Section 2: SW1/4SE1/4  
Section 11: NE1/4

335.3 rods, more or less, located in  
Township 150 North, Range 98 W  
Section 35: W1/2E1/2

223.8 rods, more or less, located in  
Township 149 North, Range 98 W  
Section 28: S1/2N1/2

83.6 rods, more or less, located in  
Township 149 North, Range 98 W  
Section 14: NW1/4

Civil No: 1:18-cv-00078-DLH-CSM

**ANSWER TO  
CONDEMNATION COMPLAINT  
AND DEMAND FOR JURY TRIAL**

McKenzie County, North Dakota,

David L. Hoffmann; Denae M. Hoffmann; Leonard W. Hoffmann and Margaret A. Hoffmann, Trustees of the Hoffmann Living Trust dated March 8, 2002; Rocky & Jonilla Farms, LLP; Randall D. Stevenson; and all other unknown owners of the above lands,

Defendants.

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**ANSWER**

Defendants David L. Hoffmann; Denae M. Hoffmann; Leonard W. Hoffmann and Margaret A. Hoffmann, Trustees of the Hoffmann Living Trust dated March 8, 2002; Rocky & Jonilla Farms, LLP; and Randall D. Stevenson (collectively referred to as “Defendants”) submit their Answer to Plaintiff WBI Energy Transmission, Inc.’s (“WBI”) Condemnation Complaint, stating and alleging the following:

1. Defendants admit the allegations contained in Paragraph 1.
2. Upon information and belief, Defendants admit the allegations contained in Paragraph 2.
3. Paragraph 3 states a legal conclusion to which no response is required. To the extent a response is necessary, Defendants deny the allegations contained in Paragraph 3.

4. Paragraph 4 states a legal conclusion to which no response is required. To the extent a response is necessary, Defendants deny the allegations contained in Paragraph 4.

5. Paragraph 5 states a legal conclusion to which no response is required. To the extent a response is necessary, Defendants deny the allegations contained in Paragraph 5.

6. Defendants admit the allegation stating they have rejected offers from WBI exceeding \$3,000.00. The remainder of Paragraph 7 states a legal conclusion to which no response is required. To the extent a response is necessary, Defendants deny the remaining allegations contained in Paragraph 6.

7. Upon information and belief, Defendants admit the allegations contained in Paragraph 7.

8. Upon information and belief, Defendants admit the allegations contained in Paragraph 8.

9. Upon information and belief, Defendants admit the allegations contained in Paragraph 9.

10. Upon information and belief, Defendants admit the allegations contained in Paragraph 10.

11. Defendants deny the allegations contained in Paragraph 11.

12. Defendants admit ownership of the lands described in Paragraph 12.

13. Upon information and belief, Defendants deny the allegations contained in Paragraph 13.

14. Upon information and belief, Defendants admit the allegations contained in Paragraph 14.

15. While Defendants admit that some acquisition is necessary as it concerns the operations of WBI's Project, Defendants deny the necessity of WBI's acquisition of the road. Defendants deny all remaining allegations in Paragraph 15.

16. Defendants have provided easements to WBI. To the extent a further response is necessary, Defendants deny the remaining allegations contained in Paragraph 16.

17. Defendants deny the allegations contained in Paragraph 17.

**DEMAND FOR JURY TRIAL**

Defendants respectfully request a trial by a jury of 12 of all issues in the above-captioned matter.

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RESPECTFULLY SUBMITTED this 15<sup>th</sup> day of June, 2018.

By /s/ Matt J. Kelly

Matt J. Kelly (#08000)

TARLOW STONECIPHER

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*Attorney for David L. Hoffmann; Denae M.*

*Hoffmann; Leonard W. Hoffmann and*

*Margaret A. Hoffmann, Trustees of the*

*Hoffmann Living Trust dated*

*March 8, 2002; Rocky & Jonilla*

*Farms, LLP; and Randall D. Stevenson*